

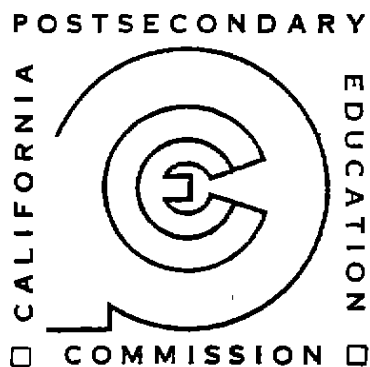
**FACULTY
COLLECTIVE BARGAINING
IN THE CALIFORNIA
STATE UNIVERSITY**



**CALIFORNIA POSTSECONDARY
EDUCATION COMMISSION**

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IN THE CALIFORNIA STATE UNIVERSITY**

**A Staff Report on the 1983-1986 Agreement
Between the Board of Trustees and the California Faculty Association
for Unit 3--Faculty**



**CALIFORNIA POSTSECONDARY EDUCATION COMMISSION
1020 Twelfth Street, Sacramento, California 95814**

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INTRODUCTION

On February 17, 1983, the Public Employees Relations Board (PERB) announced that the Congress of Faculty Associations (CFA) had won representation rights for the faculty bargaining unit in the California State University (CSU). This announcement marked the culmination of a long and intense struggle between CFA and the United Professors of California (UPC).

The first representation election, which had been certified by PERB a year earlier, on February 2, 1982, had resulted in the following vote:

<u>Candidate</u>	<u>Votes Received</u>	<u>Percentage of Vote</u>
United Professors of California (UPC)	6,316	42.2%
Congress of Faculty Associations (CFA)	6,267	41.8
No Representation	<u>2,400</u>	<u>16.0</u>
	14,983	100.0%

A runoff election between UPC and CFA was held on May 19, 1982. Only 19 votes separated the two unions, with the margin going to UPC, an affiliate of the American Federation of Teachers, AFL-CIO, rather than CFA, affiliated with the California Teachers Association, the California State Employees Association, and the American Association of University Professors.

This runoff election left the State University faculty unit in limbo during the summer of 1982 as the parties and PERB continued to struggle with resolving challenges to 508 ballots. A series of informal conferences failed to provide a sufficient number of ballots to determine a winner; numerous hearings were held during the fall to deal with the issues behind the challenges; and discussions of merger between CFA and UPC were held sporadically during this period but proved unsuccessful. As late as January 1983, however, 99 challenges still remained to be resolved and others provisionally resolved by PERB officers were under appeal to the full board.

Finally, a glimmer of hope for resolution of the issue came early in February, when UPC announced that it was withdrawing a sufficient number of challenges and appeals in order to decide the question. A count of the ballots released by UPC gave the election to CFA by 39 votes--6,580 to 6,541. Twenty-seven ballots that were challenged by the State University were left unresolved, since their number was insufficient to change the outcome.

CFA, now the representative of the largest faculty unit in the nation--with over 19,000 members--was able to become certified, build its proposals, go through the sunshining process of publishing and distributing the draft contract, and bargain its contract in a period of just four months. On August 16, the Trustee's Committee on Collective Bargaining ratified the three-year contract, which covers the period from July 1, 1983, through June 30, 1986.

The faculty is only one of nine bargaining units now having agreements with the Board of Trustees. The nine and their agents are:

<u>Number</u>	<u>Unit</u>	<u>Agent</u>
1	Physicians	Union of American Physicians and Dentists
2	Health Care Support	CSEA
3	Faculty	CFA
4	Academic Support	UPC
5	Operations Support	CSEA
6	Skilled Crafts	State Employees Trades Council
7	Clerical Administrative	CSEA
8	Public Safety	CSEA
9	Technical Support	CSEA

Included in Unit 3 are those classifications of librarians that are considered as faculty. Not included are teaching assistants.

FEATURES OF THE FACULTY AGREEMENT

The contract with Unit 3--Faculty--consists of 135 single-spaced typewritten pages; addresses 39 articles, includes a preamble and four appendices, and contains the following principal features

RECOGNITION, DEFINITIONS, AND ACKNOWLEDGMENTS

The Preamble and Articles 1 through 9 provide what is frequently called "boiler plate." These items recognize the CFA as the sole and exclusive representative of the faculty bargaining unit, define various terms, recognize the importance of joint decision making, recognize the unique roles and responsibilities of the academic senates, establish the contract as the entire and sole agreement between the Trustees and CFA, and acknowledge that, in the absence of any specific provisions in the agreement, all State University practices and procedures remain at its discretion.

Several noteworthy items in these early sections are that faculty unit employees shall be free to join or not to join CFA, that faculty unit employees are prohibited from engaging in a strike; and that the State University shall not lockout faculty unit employees. The recognition clause provides objective criteria that, when it was applied, excluded approximately 200 department chairs in 12-month positions from the bargaining unit.

GRIEVANCE PROCEDURES

Articles 10 and 16, dealing with grievance procedures, altered existing faculty-administration relationships and procedures the most. Under the old grievance procedure contained in Executive Order 301, which became effective on November 1, 1978, resort to binding arbitration was possible only if the recommendations of a peer grievance committee differed from the final decision of the president of a State University campus. In other words, binding arbitration was possible only if a president rejected a peer grievance committee recommendation. Even then, the arbitrator was limited to determining, on the basis of the record only, whether the president's disagreement was justified. If not, the arbitrator could "award" only whatever the grievance committee had recommended.

For negative promotion, tenure, retention, and punitive reassignment decisions, the contract establishes a new grievance procedure. Under it, an affected employee may make a binding selection of one of two appeal options: (1) peer grievance committee, or (2) an arbitration panel.

The peer review committee, which consists of members selected from faculty who have been elected to serve on school, college, or University-level Retention, Tenure, and Promotion committees, is required to determine if a negative promotion or tenure decision was unjustified. Its recommendation goes to the president, who must give full consideration to its report in making a determination that may affirm, modify, or rescind the original decision. The arbitration panel, consisting of a union representative, a representative of the State University, and a neutral arbitrator, determines if a negative recommendation was unreasonable. Its decision is final for retention and reassignment grievances but only advisory to the president on tenure and promotion grievances.

For disciplinary action, the contract limits sanctions to dismissal, demotion, or suspension without pay, and it authorizes appeal to and review by the appropriate administrator prior to imposition of the sanction. It provides two formal appeal options: (1) a hearing before the State Personnel Board, or (2) binding arbitration before an impartial arbitrator selected from a list supplied by the American Arbitration Association.

The agreement also establishes "contract" grievance procedures that apply to all bargaining-unit employees to grieve violations, misapplications, or misinterpretations of any article in the contract. The four fairly standard steps in the procedure beyond the optional Informal Level are Level I--Appropriate Administrator; Level II--President; Level III--Chancellor's Office; and Level IV--Binding Arbitration.

The agreement streamlines all grievance and disciplinary action procedures to provide shorter time periods at each step. A significant change from past procedures is that the grievance proceedings now provide for full de novo hearings before the arbitrator and eliminate a faculty hearing prior to arbitration.

APPOINTMENT, PROBATION, TENURE, AND PROMOTIONS

Articles 12, 13, and 14 of the contract address the topics of appointment, probation and tenure, and promotion, respectively. They are discussed here jointly because of several features and inherent relationships common to all of them.

The articles provide that decisions concerning appointment, promotion, or tenure shall allow for faculty recommendations, with final decisions to be made by the president. They permit multi-year appointments for part-time and full-time temporary faculty, and they define the probationary period for faculty appointed after October 1, 1983, as six years maximum (rather than four years as was true previously) with service credit of up to two years. Thus probationary faculty members or librarians must either be given tenure during the seventh year or be released.

The articles state that probationary faculty shall be subject to a "performance review" for purposes of (1) retention, (2) award of tenure, and (3) promotion.

The contract also provides comprehensive periodic evaluation procedures for all non-probationary faculty, both temporary and tenured. Evaluations of tenured faculty, to be made at intervals no greater than five years, are for the sole purpose of maintaining and improving effectiveness.

All performance reviews and all evaluations provide for peer and administrative input and require written student questionnaire evaluations in a minimum of two classes annually.

Faculty members may review, respond to, or rebut any evaluation or review, and presidents issue all decisions regarding retention, award of tenure, and promotion

LAYOFF

The contract recognizes that layoffs on a particular campus may result from lack of work (student enrollments, curricular, or program changes) or lack of funds; and it creates an entirely new layoff procedure under which the State University must notify CFA immediately if it deems layoffs necessary, and consultation must begin within 30 days of this initial notice. Nine voluntary programs are suggested to avoid or reduce layoffs, including sabbaticals, voluntary retirements, visiting appointments to other campuses, and reduced time base. If layoffs are necessary, the units of layoff shall be the department or equivalent units for faculty, the library for librarians, and the classification title and coaching specialty for coaches. The order of layoff shall be: (1) less than full-time faculty; (2) full-time temporary faculty; (3) full-time probationary faculty; and (4) tenured faculty. An exception to this order of layoff may occur if an employee possesses a documentable academic or professional specialization needed for the current program, and this specialization is not possessed by remaining faculty unit employees.

All layoffs of non-tenured faculty require consideration of seniority, affirmative action, merit, and academic qualifications, while layoffs of tenured faculty must be in inverse order of seniority in the layoff unit. Tenured faculty are guaranteed recall rights with reinstatement for five years after layoff.

SALARY SCHEDULE

The contract's faculty employee salary structure adds two steps of approximately 5 percent above Step 5 at the rank of assistant professor and associate professor and four steps of approximately 5 percent above Step 5 at professor. The library faculty schedule adds two additional steps of approximately 5

percent above Step 8 at the rank of senior assistant librarian, two additional steps of approximately 5 percent above Step 5 at the rank of associate librarian, and four additional steps of approximately 5 percent above Step 5 at the rank of librarian.

The contract specifies that these additional steps shall be utilized in 1984-85 or 1985-86, subject to specific legislative appropriation for such purposes.

EXCEPTIONAL MERIT SERVICE AWARDS

The contract establishes merit service awards in the amount of \$1,500 that may be given for documentable meritorious service to no more than 10 percent of the full-time faculty employees on each campus annually and shall not accrue to the base salary of the recipients. Any member of the campus community may make nominations for such awards, with recommendations regarding all nominees to be provided by the department to the president, who makes the final determination of recipients. Exceptional merit service awards shall be implemented from funds available to the campus but shall not be funded from promotion or merit salary adjustment funds.

MARKET CONDITION SALARY SUPPLEMENTS

The contract establishes market condition salary supplements that may be paid to faculty to ameliorate critical recruitment and retention problems of departments or teaching specializations. These supplements, which do not accrue to base salary, are authorized for up to two years. In 1983-84, funds for the supplements shall not exceed 10 percent of the instructional salary savings obligation, in 1984-85 funds shall not exceed 30 percent; and in 1985-86, authorization of the supplements shall be contingent upon the availability of categorical funds provided by the Legislature.

LIBRARY FACULTY UNIT SALARY SCHEDULE

The State University shall conduct a study of the structure of the salary schedule utilized for library employees and provide the results of the study to CFA by December 15, 1983. Subsequently, the parties will meet and confer on any proposed changes in the librarian salary schedules.

OTHER FEATURES

The contract covers a large number of other issues, including workload, outside employment, leaves, sabbaticals (in which librarians now compete on the same basis as faculty), holidays, personnel files, professional development, travel, safety, early retirement, pre-retirement reductions in time base, vacation, sick leave, summer sessions, etc. Most continue current practice, but some make minor changes in some practices and one significant change is made in the Faculty Early Retirement Program. This program provides qualified tenured faculty the option of part-time service after early retirement (age 55 or older). The retirant shall have the right to continued employment for one term each academic year at the same rank, time base, and salary held at the time of retirement. Previous to the contract, a faculty member's participation in the program could continue for 20 years, but the contract limits participation for new participants to a maximum of 8 years.

LENGTH OF CONTRACT AND REOPENERS

The contract extends through June 30, 1986. Each side may reopen negotiations over pay, benefits, and four of the 39 articles of choice in the second and third years. Thus far, both sides report satisfaction with the positive professional attitude displayed by the other side during negotiations.

In sum, the contract is comprehensive and provides the foundation necessary for future improvement through the bargaining process.

REFERENCES

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- The California State University. 1983-84 Collective Bargaining, Faculty and Support Staff. A Summary prepared by the California State University, July 1983.
- The California State University and the California Faculty Association. Agreement Between the Board of Trustees of the California State University and the California Faculty Association, Unit 3--Faculty, August 16, 1983-June 30, 1986.
- California Postsecondary Education Commission. Collective Bargaining by Faculty in California Postsecondary Education: Present Applications and Possible Future Implications. Commission Report 83-4. Sacramento: The Commission, January 1983.
- California Public Employee Relations (Institute of Industrial Relations. University of California, Berkeley), No. 55, December 1982; No. 56, March 1983; No. 58, September 1983.